

Standard Release Format for College Sponsored or Funded Activities

WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Babson College (the "Sponsor") **Describe Activity** that will be held from [___to ___] or [on ___] (herein referred to as the "Activity"), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD** Sponsor, its trustees, officers, servants, agents, volunteers and employees (herein referred to collectively as the "Releasees") **FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH**, that may be sustained by me during the Activity (which term includes any official or unofficial programs or activities in which I might participate during the Activity and travel by air, car, bus, subway or any other means to, from or during the Activity).

2. Despite precautions, accidents and injuries can occur. I understand that travel and other aspects of the Activity I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property, or suffer financial loss as a result of participation in the Activity. Therefore, I **ASSUME ALL RISKS RELATED TO THE ACTIVITY** including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature, whether severe or not, which may occur as a result of participating in the Activity; and
- Death, injury or illness resulting from [**Describe the specific risks being undertaken—e.g., skiing, snowboarding and other activities at a ski area and on trails previously unknown to me, conditions that may be affected by the weather and changes or deterioration of conditions over time**]; and
- Theft or loss of my personal property during the Activity.
- **Add any other specific exposures or risks.**

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity, and that I am aware of the risks involved whether described or not. I further understand that participating in the Activity is an acceptance of the risk of injury, death and financial loss. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Activity activities and the use of facilities, equipment, or services in association with the Activity, and that I am voluntarily assuming all risks, whether known or unknown. I acknowledge that I will not be supervised during the Activity by an employee of Babson College.

3. I agree that my safety is primarily dependent upon my taking proper care of myself. I agree to make sure that I know how to safely participate in the Activity, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue in the Activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the Activity. I will not wear or use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others.

4. I understand that the Sponsor is not an agent of, and has no responsibility for, any third party including without limitation the provider of any services including food, lodging, travel, or any equipment associated with the Activity.

5. It is my express intent that this **WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT** shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the Commonwealth of Massachusetts, without application of principals of conflicts of laws, and I consent to the jurisdiction of state and federal courts within Massachusetts.

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6. In signing this **WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT**, I acknowledge and represent that I have read the foregoing in its entirety; and that I understand it and sign it voluntarily as my own free act and deed.

7. The provisions of this Agreement are severable. If any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable to the fullest extent provided by law.

Signature: _____ (Parent's signature if under 18)

Printed Name: _____

Address: _____

Date: _____ *day/month/year*

Witness: _____

Witness Name Printed: _____

Address: _____

Date: _____ *day/month/year*

**THIS IS A RELEASE AND WAIVER OF IMPORTANT LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING.
DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND WHAT IT MEANS.**